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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

-----X
CJH ENTERPRISES LLC d/b/a LUCKY'S LEASH

Plaintiff,

-against-

TEKNO PRODUCTS INC. and JEFF KURANI,

Defendants.
-----X

DOCKET No.: 2:20-CV-
15067(SDW)(LDW)

REPLY TO COUNTERCLAIMS

Plaintiff and Counterclaim-Defendant CJH Enterprises LLC d/b/a Lucky's Leash ("CJH"), by its attorneys, Stagg Wabnik Law Group LLP, as and for its Reply to Counterclaims (the "Counterclaims") asserted by Defendant Tekno Products Inc. ("Tekno") responds as follows:

INTRODUCTION

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "1" of the Counterclaims.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "2" of the Counterclaims.
3. Denies the allegations contained in paragraph "3" of the Counterclaims and otherwise respectfully refers the Court to the terms of the agreement between CJH and Tekno (the "Agreement") annexed as "Exhibit B" to CJH's complaint.
4. Denies the allegations contained in paragraph "4" of the Counterclaims.
5. Denies the allegations contained in paragraph "5" of the Counterclaims.
6. Denies the allegations contained in paragraph "6" of the Counterclaims.

NATURE OF ACTION

7. The allegations set forth in paragraph “7” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

8. The allegations set forth in paragraph “8” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

9. Denies the allegations set forth in paragraph “9” of the Counterclaims and denies that Tekno is entitled to any judgment against CJH.

JURISDICTION AND VENUE

10. The allegations set forth in paragraph “10” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH does not contest the jurisdiction of this Court.

11. The allegations set forth in paragraph “11” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH does not contest the jurisdiction of this Court.

12. The allegations set forth in paragraph “12” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH does not contest venue in this Court.

THE PARTIES

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “13” of the Counterclaims.

14. Denies the allegations in paragraph “14” of the Counterclaims, except admits CJH is a limited liability company existing in and under the laws of the State of North Carolina with a principal place of business located in Charlotte, North Carolina.

FACTUAL BACKGROUND

15. The allegations set forth in paragraph “15” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph

16. Admits the allegations contained in paragraph “16” of the Counterclaims, and avers that the product at issue is called Lucky’s Leash, not Lucky Leash.

17. Admits the allegations contained in paragraph “17” of the Counterclaims.

18. The allegations set forth in paragraph “18” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

19. Denies the allegations contained in paragraph “19” of the Counterclaims and otherwise respectfully refers the Court to the Agreement for the terms thereof.

20. Denies the allegations contained in paragraph “20” of the Counterclaims and otherwise respectfully refers the Court to the Agreement for the terms thereof.

21. Denies the allegations contained in paragraph “21” of the Counterclaims.

22. Denies the allegations contained in paragraph “22” of the Counterclaims.

23. Denies the allegations contained in paragraph “23” of the Counterclaims.

24. Admits the allegations contained in paragraph “24” of the Counterclaims.

25. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “25” of the Counterclaims.

26. Denies the allegations contained in paragraph “26” of the Counterclaims.

- 27. Denies the allegations contained in paragraph “27” of the Counterclaims.
- 28. Denies the allegations contained in paragraph “28” of the Counterclaims.
- 29. Denies the allegations contained in paragraph “29” of the Counterclaims.
- 30. Denies the allegations contained in paragraph “30” of the Counterclaims.
- 31. Denies the allegations contained in paragraph “31” of the Counterclaims.
- 32. Denies the allegations contained in paragraph “32” of the Counterclaims.
- 33. Denies the allegations contained in paragraph “33” of the Counterclaims.
- 34. Denies the allegations contained in paragraph “34” of the Counterclaims.

AS AND FOR A FIRST COUNTERCLAIM
(Declaration of Non-Infringement)

35. CJH repeats and realleges the answers to the preceding paragraphs as if fully set forth herein.

36. The allegations set forth in paragraph “36” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

37. Admits the allegations contained in paragraph “37” of the Counterclaims.

38. Admits the allegations contained in paragraph “38” of the Counterclaims.

39. Denies knowledge or information sufficient to form a belief as to the allegations in paragraph “39” and otherwise respectfully refers the Court to the document referenced for the terms thereof.

40. The allegations set forth in paragraph “40” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

41. Denies the allegations contained in paragraph “41” of the Counterclaims.

AS AND FOR A SECOND COUNTERCLAIM
(Breach of Duty of Good Faith and Fair Dealing)

42. CJH repeats and realleges the answers to the preceding paragraphs as if fully set forth herein.

43. The allegations set forth in paragraph “43” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

44. The allegations set forth in paragraph “44” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

45. The allegations set forth in paragraph “45” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

46. Denies the allegations contained in paragraph “46” of the Counterclaims.

47. Denies the allegations contained in paragraph “47” of the Counterclaims.

48. Denies the allegations contained in paragraph “48” of the Counterclaims.

49. Denies the allegations contained in paragraph “49” of the Counterclaims.

50. Denies the allegations contained in paragraph “50” of the Counterclaims.

AS AND FOR A THIRD COUNTERCLAIM
(Breach of Warranty of Merchantability)

51. CJH repeats and realleges the answers to the preceding paragraphs as if fully set forth herein.

52. The allegations set forth in paragraph “52” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

53. The allegations set forth in paragraph “53” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

54. Denies the allegations contained in paragraph “54” of the Counterclaims.

55. Denies the allegations contained in paragraph “55” of the Counterclaims.

56. Denies the allegations contained in paragraph “56” of the Counterclaims.

57. Denies the allegations contained in paragraph “57” of the Counterclaims.

58. Denies the allegations contained in paragraph “58” of the Counterclaims.

59. Denies the allegations contained in paragraph “59” of the Counterclaims.

AS AND FOR A FOURTH COUNTERCLAIM
(Negligent Misrepresentation)

60. CJH repeats and realleges the answers to the preceding paragraphs as if fully set forth herein.

61. The allegations set forth in paragraph “61” of the Counterclaims set forth legal conclusions to which no response is required, however, to the extent that a response is required, CJH denies the allegations set forth in such paragraph.

62. Denies the allegations set forth in paragraph “62” of the Counterclaims.

63. Denies the allegations set forth in paragraph “63” of the Counterclaims.

64. Denies the allegations set forth in paragraph “64” of the Counterclaims.

65. Denies the allegations set forth in paragraph “65” of the Counterclaims.

66. Denies the allegations set forth in paragraph “66” of the Counterclaims.

67. Denies the allegations set forth in paragraph “67” of the Counterclaims.

68. Denies Tekno is entitled to the relief requested in the “WHEREFORE” section of its Counterclaims.

JURY DEMAND

69. CJH denies Tekno is entitled to a trial by jury.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

70. Tekno fails to state a claim upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

71. CJH states that there exists a defense to the claims asserted in the Counterclaims that is founded upon documentary evidence.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

72. The Counterclaims are barred, in whole or in part, by the principle of estoppel.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

73. If Tekno suffered damages as alleged, then Tekno failed to mitigate such damages.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

74. The Counterclaims are barred by the terms and conditions of the Agreement.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

75. The Counterclaims are barred for Tekno's failure to perform.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

76. Tekno is not entitled to recover as against CJH under the doctrine of unclean hands.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

77. The Counterclaims are barred by the doctrine of laches.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

78. CJH acted in good faith at all times.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

79. The damages claimed by Tekno against CJH were not proximately caused by any conduct of CJH. To the extent that Tekno has not suffered any damages as a direct or proximate cause of CJH's actions or inactions, Tekno may not recover any damages against CJH.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

80. Upon information and belief, timely notice of the purported defect was not provided by Tekno to CJH.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

81. Upon information and belief, Tekno cannot rely on an unstated defect to establish a breach because the defect was easily ascertainable and CJH could have, if notified, seasonably cured the defect.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

82. At all relevant times, CJH acted in a commercially reasonable manner.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

83. Upon information and belief, Tekno did not discover the purported non-conformance of the goods within a reasonable time after acceptance.

WHEREFORE, for all foregoing reasons, it is respectfully requested that Tekno's Counterclaims be dismissed in its entirety.

Dated: Garden City, New York
March 22, 2021

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